

In the Matter Of:

In Re: LTL Management, LLC

RICHARD DICKINSON

April 17, 2023



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<div>1</div> <div>2 UNITED STATES BANKRUPTCY COURT</div> <div>3 DISTRICT OF NEW JERSEY</div> <div>4 -----X</div> <div>5 In Re:</div> <div>6 LTL MANAGEMENT, LLC,</div> <div>7 Debtor.</div> <div>8 Case No. 21-30589 (MBK)</div> <div>9 -----X</div> <div>10 ***CONFIDENTIAL***</div> <div>11</div> <div>12 VIDEOTAPED DEPOSITION OF RICHARD DICKINSON</div> <div>13</div> <div>14</div> <div>15</div> <div>16 DATE: April 17, 2023</div> <div>17 TIME: 10:02 a.m.</div> <div>18 PLACE: ***REMOTE***</div> <div>19 BEFORE: Rebecca Schaumloffel, RPR, CCR-NJ</div> <div>20 JOB NO: 2023-893393</div> <div>21</div> <div>22</div> <div>23</div> <div>24</div> <div>25</div>	<div>1</div> <div>2</div> <div>3 Appearances (continued:)</div> <div>4</div> <div>5</div> <div>6 LOWENSTEIN SANDLER</div> <div>7 1251 Avenue of the Americas</div> <div>8 New York, New York 10020</div> <div>9 BY: JENN KIMBLE, ESQ.</div> <div>10</div> <div>11 OFFICE OF THE UNITED STATES TRUSTEE</div> <div>12 Attorneys for the United States</div> <div>13 Department of Justice</div> <div>14 One Newark Center</div> <div>15 Suite 2100</div> <div>16 Newark, New Jersey 07102</div> <div>17 BY: JEFF SPONDER, ESQ.</div> <div>18</div> <div>19</div> <div>20</div> <div>21</div> <div>22</div> <div>23 PACHULSKI STANG ZIEHL & JONES</div> <div>24 Attorneys for Arnold & Itkin</div> <div>25 10100 Santa Monica Boulevard</div> <div>13th floor</div> <div>Los Angeles, California 90067</div> <div>BY: KAREN DINE, ESQ.</div> <div>THE RUCKDESCHER LAW FIRM, LLC</div> <div>Attorneys for Paul Crouch</div> <div>8357 Main Street</div> <div>Ellicott City, Maryland 21043</div> <div>BY: JONATHAN RUCKDESCHER, ESQ.</div>
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<div>1</div> <div>2 A P P E A R A N C E S:</div> <div>3</div> <div>4</div> <div>5 BROWN RUDNICK</div> <div>6 Attorneys for the Talc Claimants</div> <div>7 7 Times Square</div> <div>8 New York, New York 10036</div> <div>9 BY: LYDELL BENSON, ESQ.</div> <div>10 MARK S. BALDWIN, ESQ.</div> <div>11</div> <div>12 GENOVA BURNS, LLC</div> <div>13 Attorneys for Creditors' Committee</div> <div>14 110 Allen Road, Suite 304</div> <div>15 Basking Ridge, New Jersey</div> <div>16 BY: DANIEL STOLZ, ESQ.</div> <div>17</div> <div>18 JONES DAY</div> <div>19 Attorneys for the Debtor</div> <div>20 250 Vesey Street</div> <div>21 Suite 31</div> <div>22 New York, New York 10281</div> <div>23 BY: JAMES JONES, ESQ.</div> <div>24 MARK RASMUSSEN, ESQ.</div> <div>25</div> <div>26</div> <div>27</div> <div>28</div> <div>29</div> <div>30</div> <div>31</div> <div>32</div> <div>33</div> <div>34</div> <div>35</div> <div>36</div> <div>37</div> <div>38</div> <div>39</div> <div>40</div> <div>41</div> <div>42</div> <div>43</div> <div>44</div> <div>45</div> <div>46</div> <div>47</div> <div>48</div> <div>49</div> <div>50</div> <div>51</div> <div>52</div> <div>53</div> <div>54</div> <div>55</div> <div>56</div> <div>57</div> <div>58</div> <div>59</div> <div>60</div> <div>61</div> 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1 R. DICKINSON
2 you to believe that LTL was in financial
3 distress on April 4, 2023?
4 MR. JONES: I caution you not to
5 share a projection you received from
6 counsel.
7 A. I did not see it. I did not see
8 anything in writing, but I am certain -- I
9 have a lot of information that was provided
10 to me with regard to the same things, the
11 millions of dollars to litigate, the decades
12 and decades that LTL faced with regard to
13 litigating these matters, and the potential
14 for wild and unpredictable verdicts.
15 Q. Anything else?
16 A. I'm sure there is more, but I'll
17 defer to, you know, counsel for that.
18 Q. Did -- as the Chief Financial
19 Officer of LTL, did the termination of the
20 2021 Funding Agreement on April 4, 2023, have
21 any effect on LTL's financial condition?
22 MR. JONES: Object.
23 Do not share the views of
24 counsel if they were shared with you,
25 sir.

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1 R. DICKINSON
2 A. Yeah, I'm not going to share views
3 with counsel.
4 Q. As the Chief Financial Officer of
5 LTL, did you have a financial opinion as to
6 whether LTL's termination of the 2021 Funding
7 Agreement on April 4, 2023, affected LTL's
8 financial condition?
9 MR. JONES: Same caution.
10 A. I'm going to defer to Mr. Kim and
11 the legal team for that answer.
12 Q. And you have no independent
13 financial opinion about that, correct?
14 A. I believe we are in financial
15 distress, but I can't speak to the funding
16 agreement effect or why it was changed.
17 Q. Did terminating the 2021 Funding
18 Agreement on April 4, 2023, increase LTL's
19 financial distress, decrease LTL's financial
20 distress, or have no effect on LTL's
21 financial condition?
22 MR. JONES: Object to the form
23 of the question.
24 And if you -- don't share an
25 opinion that was shared with you by

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1 R. DICKINSON
2 counsel, please.
3 A. Yes.
4 Q. Did you have an independent
5 financial opinion about that or are you
6 refusing to answer?
7 A. I'm not refusing to answer. I
8 don't have an independent opinion about it.
9 Q. So just to be clear, as a
10 businessperson, you do not have any opinion
11 about whether the termination of the 2021
12 Funding Agreement had any effect on LTL's
13 financial condition, correct?
14 A. As a businessperson, I'm smart
15 enough to defer to John Kim and the legal
16 team for why that Funding Agreement was
17 changed.
18 Q. And is that a fair summary of your
19 opinion on that matter, that you would just
20 defer to John Kim?
21 A. John Kim and legal team, yes.
22 Q. Okay.
23 A. But, Mr. -- Mr. Block, let me be
24 clear, I do believe that there was --
25 we're -- LTL was under financial distress.

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1 R. DICKINSON
2 So...
3 Q. Sir, could you identify any
4 financial consequence to LTL from terminating
5 the 2021 Funding Agreement?
6 A. I'm going to defer to Mr. Kim and
7 the legal team for that answer.
8 Q. So you, personally, cannot
9 identify any financial consequence to LTL
10 from terminating the 2021 Funding Agreement,
11 true?
12 MR. JONES: Object as asked and
13 answered.
14 A. No.
15 Q. No, you cannot?
16 A. I already answered that question.
17 Q. Sir, I just don't want to have a
18 double negative. You said no. And I was
19 just trying -- so we're going to have to do
20 that again.
21 Mr. Dickinson, can you,
22 personally, identify any financial
23 consequence to LTL from terminating the 2021
24 Funding Agreement, yes or no?
25 A. No, I cannot.

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1 R. DICKINSON
2 Q. Thank you.
3 Can you say that -- strike that.
4 As the CFO for LTL, can you say
5 whether terminating the 2021 Funding
6 Agreement left LTL in a better or worse
7 financial position?
8 MR. JONES: Same objections.
9 It's been asked and answered.
10 A. I already answered that question.
11 Q. It's a different question. It's a
12 yes or no question. I'll ask it again.
13 Mr. Dickinson, as the Chief
14 Financial Officer for LTL, do you have an
15 opinion as to whether LTL's termination of
16 the 2021 Funding Agreement left LTL in a
17 better or worse financial position, yes or
18 no?
19 MR. JONES: Incomplete
20 hypothetical. Same objection.
21 If you can answer it
22 differently, go ahead, Mr. Dickinson.
23 A. I don't have an opinion.
24 Q. As the CFO for LTL, how did the
25 termination of the 2021 -- strike that.

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1 R. DICKINSON
2 Mr. Dickinson, as the Chief
3 Financial Officer of LTL, can you identify
4 anything that was different about LTL's
5 financial condition on April 3, 2023, as
6 compared to April 4, 2023?
7 A. I cannot.
8 Q. Okay, sir. Going back to
9 Exhibit 5 to your deposition. And just to
10 refresh your memory, that's the March 28,
11 2023, board minutes.
12 Do you see that?
13 A. I do.
14 Q. Okay. And one of the things
15 discussed at that meeting were the fiduciary
16 duties of the members of the Board.
17 Do you see that?
18 A. I do.
19 Q. And, sir, did you have a fiduciary
20 duty as a member of LTL's board to preserve
21 the assets of LTL?
22 MR. JONES: Objection. Calls
23 for -- object. Calls for a legal
24 conclusion.
25 A. I have a fiduciary duty to LTL.

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1 R. DICKINSON
2 Q. Did you, as the Chief Financial
3 Officer of LTL, understand that, as a member
4 of the Board, you had a duty to preserve the
5 financial assets of LTL?
6 MR. JONES: Object. Calls for a
7 legal conclusion.
8 A. Yes, it's a better question to ask
9 the legal team. I have a fiduciary duty to
10 LTL.
11 Q. And what's your understanding of
12 that?
13 A. Fiduciary duty to LTL and I take
14 into consideration our key stakeholders when
15 any decisions to be made.
16 Q. Okay. So did you have any
17 understanding whether or not, as a board
18 member of LTL, you had a legal duty to
19 preserve the assets of LTL?
20 A. I have a fiduciary duty to LTL.
21 Q. Does that include preserving the
22 assets of the company as the Chief Financial
23 Officer?
24 A. That calls for a legal assessment
25 and I'll defer you to Mr. Kim.

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1 R. DICKINSON
2 Q. Okay. Did you think that as an
3 LTL board member and Chief Financial Officer
4 you could just give away assets of LTL?
5 A. Once again, I wasn't involved in
6 the valuations of what, I believe, you are
7 referring to as some top and bottom number.
8 Q. No, no. Sir, my question for you
9 is: Did you think, as Chief Financial
10 Officer and a board member of LTL, that you
11 were free to give up assets of LTL?
12 MR. JONES: Objection. Calls
13 for a legal conclusion.
14 If you have an answer other than
15 that, Mr. Dickinson, you can share it.
16 A. I don't. I'm going to stand by
17 the answer I just gave.
18 Q. Did you think that you could
19 facilitate another party embezzling money
20 away from LTL?
21 MR. JONES: Same objections,
22 Mr. Dickinson. You can tell him if
23 you know the answer to that.
24 A. We have a fiduciary duty to LTL.
25 Q. And does that include making sure

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1 R. DICKINSON
2 Q. All right. And was April 2, 2023,
3 the first time that anyone ever told you that
4 there was a risk that the 2021 Funding
5 Agreement was potentially void or voidable?
6 MR. JONES: You can answer that
7 yes or no, sir. Do not reveal
8 communication of counsel.
9 What did you first learn of on
10 that day?
11 A. I believe so. Formally, yes.
12 Q. All right. And are you saying
13 that prior to April 2, 2023, -- strike that.
14 Prior to April 2, 2023, did you
15 have any information from anyone that the
16 risk -- that there was a risk that the 2021
17 Funding Agreement was potentially void or
18 voidable by the Third Circuit Opinion?
19 A. I believe we may have discussed
20 it, but I'll defer to the meeting minutes,
21 the resolutions, and any presentations, you
22 know, as -- over my, maybe, incomplete
23 recollection.
24 Q. All right. So you would defer to
25 the minutes that -- in terms of what was

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1 R. DICKINSON
2 discussed at the Board meetings, right?
3 A. Yes.
4 Q. Okay. How long have been in the
5 -- how long have you been in business, sir?
6 You have a long business career, right?
7 A. Plus 30 years.
8 Q. Plus 30 years, okay.
9 Have you ever had a party to a
10 contract that you were involved in say that
11 an agreement was void?
12 A. I may have or may not have.
13 Q. Is this the first time in your
14 career that you have ever been in a situation
15 where a contract that you were a part of, you
16 were told, was potentially void or voidable?
17 A. I don't believe so. Potentially,
18 there were other times in my career that
19 someone said that provision is unenforceable
20 due to, you know, a certain circumstance.
21 Q. Okay. Other than Mr. Prieto, did
22 anyone tell you that the 2021 Funding
23 Agreement was not enforceable?
24 MR. JONES: Object to the
25 suggestion that you should reveal what

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1 R. DICKINSON
2 Mr. Prieto told you.
3 But you can answer the question
4 about other persons.
5 BY MR. BLOCK:
6 Q. Let me rephrase the question.
7 Other than what is shown here in
8 the minutes about what Mr. Prieto said to you
9 about the risk that the 2021 Funding
10 Agreement was potentially void or voidable,
11 do you have any other information about that?
12 A. Once again, I'm going to defer to
13 the meeting minutes. There could have been
14 -- more than Mr. Prieto, but I'm going defer
15 to the meeting minutes, resolutions, and the
16 presentations.
17 Q. Okay. No businessperson at JJCI
18 or J&J ever told you as a businessperson that
19 the 2021 Funding Agreement was void or
20 voidable, correct?
21 A. That is correct.
22 Q. No businessperson at J&J or JJCI
23 ever told you that they thought the 2021
24 Funding Agreement was unenforceable, correct?
25 MR. JONES: Are you defining

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1 R. DICKINSON
2 "businesspersons" other than lawyers?
3 MR. BLOCK: Let's have the
4 question read back.
5 Yes, of course.
6 MR. JONES: All right. There
7 are business lawyers who are
8 credentialed with a JD, Mr. Block.
9 MR. BLOCK: Let's just have the
10 question read back so we can get a
11 clean answer.
12 Actually, let me it ask again.
13 I think it will be quicker.
14 Sorry, Madam reporter.
15 BY MR. BLOCK:
16 Q. Sir, can you hear me okay?
17 A. I can.
18 Q. Okay. Mr. Dickinson, no
19 businessperson at J&J or JJCI ever told you
20 that they believed that the 2021 Funding
21 Agreement was unenforceable, correct?
22 A. Correct.
23 MR. JONES: Object -- you may
24 share that which is not a privileged
25 communication with counsel, if there

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<p>1 R. DICKINSON</p> <p>2 were any.</p> <p>3 A. Correct.</p> <p>4 MR. BLOCK: Sir, those are all</p> <p>5 the questions I have at this time.</p> <p>6 Thank you.</p> <p>7 THE WITNESS: Thank you,</p> <p>8 Mr. Block.</p> <p>9 MR. JONES: Is this a good time</p> <p>10 for another five-minute break?</p> <p>11 And could the court reporter or</p> <p>12 the videographer please tell us how</p> <p>13 much time we have left?</p> <p>14 THE VIDEOGRAPHER: Absolutely.</p> <p>15 First, we are now going off the</p> <p>16 record. The time is 1:07.</p> <p>17 (Whereupon, a recess was held.)</p> <p>18 THE VIDEOGRAPHER: We are now</p> <p>19 back on the record. The time is 1:15.</p> <p>20 EXAMINATION BY</p> <p>21 MR. RUCKDESCHEL:</p> <p>22 Q. Good afternoon, sir. My name is</p> <p>23 John Ruckdeschel. I represent Paul Crouch.</p> <p>24 I have a few questions for you today. It's</p> <p>25 going to jump around a bit because I'm going</p>	<p>1 R. DICKINSON</p> <p>2 read to you the sentence: "As I mentioned</p> <p>3 above, the design of the 2021 Corporate</p> <p>4 Restructuring ensures that the Debtor has at</p> <p>5 least the same, if not greater, ability to</p> <p>6 fund talc-related claims and other</p> <p>7 liabilities as Old JJCI had before the</p> <p>8 restructuring."</p> <p>9 Do you see that sentence?</p> <p>10 A. I do.</p> <p>11 Q. Okay. And my recollection is,</p> <p>12 Mr. Benson asked you if you agreed with that</p> <p>13 and you said you deferred to Mr. Kim; is that</p> <p>14 right?</p> <p>15 A. Yes. Mr. Kim's Declaration, so --</p> <p>16 Q. All right. Here -- I want to ask</p> <p>17 you a related but slightly different</p> <p>18 question.</p> <p>19 Do you, as the CFO of LTL, have</p> <p>20 any factual information that what Mr. Kim</p> <p>21 stated here in paragraph 26 of his</p> <p>22 Declaration from October 2021 was not</p> <p>23 truthful or accurate?</p> <p>24 A. I do not.</p> <p>25 Q. Okay, great.</p>
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<p>1 R. DICKINSON</p> <p>2 to try and not repeat questions that have</p> <p>3 been asked before.</p> <p>4 There will obviously be some</p> <p>5 similarities. And I think, based on your</p> <p>6 testimony so far today, we will be able to</p> <p>7 move through nearly everything I ask you very</p> <p>8 quickly because it's going to be a lot of --</p> <p>9 you don't have any -- you don't have any kind</p> <p>10 of questions. So that's my preface for you.</p> <p>11 I want to clarify some questions</p> <p>12 from Mr. Benson, my colleague, who went</p> <p>13 first. And I'll share my screen here, if I</p> <p>14 can get the window in the right shape.</p> <p>15 Sir, at the beginning of the</p> <p>16 deposition, Mr. Benson asked you some</p> <p>17 questions regarding Mr. Kim's Declaration</p> <p>18 from the first version of LTL's bankruptcy.</p> <p>19 Do you recall those questions,</p> <p>20 generally?</p> <p>21 A. Generally. Seems like --</p> <p>22 Q. Yeah. And so Mr. Benson had</p> <p>23 showed you paragraph 26 of Mr. Kim's</p> <p>24 Declaration that was filed on October 14,</p> <p>25 2021, in the first bankruptcy proceeding and</p>	<p>1 R. DICKINSON</p> <p>2 Now, with respect to the</p> <p>3 restructuring that occurred in connection</p> <p>4 with the filing of LTL II, the current</p> <p>5 bankruptcy, I'm going to refer to Funding</p> <p>6 Agreement I as being the funding arrangements</p> <p>7 between LTL and the related Johnson & Johnson</p> <p>8 companies, JJCI and Johnson & Johnson, and</p> <p>9 then Holdco and Johnson & Johnson, and then</p> <p>10 the current funding agreements as Funding</p> <p>11 Agreement II.</p> <p>12 Is that acceptable?</p> <p>13 A. Yes.</p> <p>14 Q. All right. I think Mr. Benson</p> <p>15 followed up his question about paragraph --</p> <p>16 MR. JONES: Joe, let me just</p> <p>17 object. The problem with that -- we</p> <p>18 can try that, but more than -- there</p> <p>19 was more than a Funding Agreement in</p> <p>20 the, quote, "restructuring," close</p> <p>21 quote, that you just mentioned. There</p> <p>22 is a support agreement and other</p> <p>23 things.</p> <p>24 BY MR. RUCKDESCHEL:</p> <p>25 Q. All of the contractual</p>

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1 R. DICKINSON
 2 arrangements that went into the 2023
 3 restructuring, I'm going to refer to as
 4 funding arrangement II.
 5 Do you understand what I'm saying
 6 when I tell you I'm referring to that?
 7 A. I guess. You will have to --
 8 Q. All right. Your lawyer just
 9 objected that there is more than just the
 10 Funding Agreement. There is a support
 11 agreement, and there are other collateral
 12 agreements --
 13 A. Yes.
 14 Q. -- related to the restructuring.
 15 All right. I'm trying to refer
 16 to, as a practical matter, the Funding
 17 Agreement and related agreements that are
 18 currently in place as Funding Agreement II so
 19 that we cannot have to list each document
 20 every time.
 21 Is that acceptable?
 22 A. No. I think if you are going to
 23 refer to any specific document in the second
 24 bankruptcy filing, then I would appreciate if
 25 you show me exactly the document you are

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1 R. DICKINSON
 2 referring to. Lumping all of them together
 3 doesn't make sense because I don't see it
 4 that way.
 5 Q. Did the restructuring of LTL and
 6 its financial arrangements with Holdco and
 7 Johnson & Johnson, between April 3 of 2021
 8 and April 4 of 2021, impair the ability of
 9 LTL to fund talc-related claims?
 10 MR. JONES: You said 2021.
 11 Object to the form of the question.
 12 Calls for a legal conclusion.
 13 Q. Let me rephrase. Let me rephrase.
 14 Did the restructuring that
 15 occurred of LTL, Holdco, and J&J's financial
 16 agreements between April 3, 2023, and
 17 April 4, 2023, impair the ability of LTL to
 18 fund talc-related claims and other
 19 liabilities of LTL?
 20 MR. JONES: Object to the form
 21 of the question.
 22 A. It asks for a legal opinion on
 23 that.
 24 Q. No, I'm asking you for a financial
 25 opinion as the CFO, the ability of LTL to

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1 R. DICKINSON
 2 fund its liabilities.
 3 Did the restructuring impair LTL's
 4 ability to fund its liabilities?
 5 MR. JONES: Object to the legal
 6 conclusion vetted within the question.
 7 If you have a view, other than
 8 one form with the advice of counsel,
 9 you can share.
 10 BY MR. RUCKDESCHEL:
 11 A. I do not.
 12 Q. All right. And so you have no
 13 factual information to contradict or dispute
 14 any testimony Mr. Kim may have given
 15 regarding the effect of the 2023
 16 restructuring on LTL's ability to fund its
 17 liabilities.
 18 Is that fair?
 19 A. I'm not privy to Mr. Kim's
 20 testimony, so I can't speak to that. You'll
 21 have to ask Mr. Kim. But I don't have any
 22 factual information that is different than
 23 Mr. Kim.
 24 Q. Okay. So if Mr. Kim, your
 25 colleague, testified that the 2023

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1 R. DICKINSON
 2 restructuring did not impair LTL's ability to
 3 fund its talc liabilities, you have no
 4 factual information to contradict that
 5 testimony.
 6 Fair?
 7 A. That is fair.
 8 Q. All right. As of April 3, 2023,
 9 did LTL's assets exceed the value of its --
 10 the value of its assets exceed the value of
 11 its liabilities?
 12 MR. JONES: Object to
 13 foundation.
 14 If you know the answer, and you
 15 learned it from other than counsel.
 16 A. Yeah. I'll defer it to -- I'll
 17 defer to the document that you have that was
 18 presented to us.
 19 Q. Sir, I'm asking you as the Chief
 20 Financial Officer of LTL.
 21 Are you testifying that as the
 22 Chief Financial Officer of LTL, you do not
 23 know whether on April 3, 2023, LTL's assets
 24 exceeded its liabilities?
 25 MR. JONES: Same objections.

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1 R. DICKINSON
2 If you know, other than through
3 counsel.
4 A. Yeah. Other than counsel, no, I
5 don't have any other information to provide
6 you.
7 Q. All right. So I'm going to ask
8 you some questions about this, other than
9 through counsel.
10 Do you have the information that
11 would be responsive to my question, and are
12 you withholding it because you are saying it
13 was provided to you by counsel?
14 A. I'm not withholding anything.
15 What I'm withholding -- what I'm giving to
16 you is that we had privileged communication
17 between counsel. We also had the
18 documentation that was presented. I'm
19 referring you to that, and I'm referring you
20 to the MOR. You can have all the information
21 you want in those documents.
22 Q. I'm asking you, sir, as the Chief
23 Financial Officer of LTL, are you saying you
24 have no knowledge whether LTL's assets, the
25 value of its assets, exceeded the value of

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1 R. DICKINSON
2 its liabilities on April 3, 2023?
3 A. Mr. Ruckdeschel, with all due
4 respect, I already answered that question.
5 Q. You didn't, sir. You said --
6 A. I did answer that question. I
7 just -- I referred you to the document that
8 you make your own conclusion, you know, from
9 the document that was within the -- imbedded
10 in the presentation and in our MOR filings.
11 Q. On April 3 of 2023, was LPL able
12 to meet its liabilities as they came due?
13 A. Yes.
14 Q. All right. On April 4, after the
15 restructuring, was LTL able to meet its
16 liabilities as they came due?
17 A. Yes.
18 Q. All right. Now, sir, with respect
19 to the restructuring -- I'm sorry, strike
20 that question.
21 With respect to the dismissal of
22 the first bankruptcy, after the dismissal
23 order was entered on January 30th, I believe,
24 of 2023, did LTL perform any evaluation as to
25 how much money it would take to fund a return

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1 R. DICKINSON
2 to litigating talc claims in the tort system
3 over the following 12 months?
4 A. I didn't see any written
5 estimation or nor do I know of any.
6 Q. All right. And would that -- that
7 would be the same with respect to if I
8 expanded that period over the next -- did
9 LTL, after the January 30 dismissal order
10 from the Third Circuit, did LTL perform any
11 evaluation of how much cash flow it would
12 require to manage its talc liabilities in the
13 tort system over the next three years?
14 A. I didn't see anything in writing,
15 nor did I do it.
16 Q. All right. And you are not aware
17 of any evaluation that was performed -- you,
18 the CFO of LTL, are not aware of any
19 evaluation that was performed to ascertain
20 what the expected cash flow demands would be
21 of returning these cases to the tort system.
22 Fair?
23 A. That is fair, Mr. Ruckdeschel.
24 MR. RUCKDESCHER: All right.
25 And I have no further questions.

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1 R. DICKINSON
2 THE WITNESS: Thank you.
3 MR. BENSON: Does anyone else
4 have any questions?
5 I have a few. I should be
6 brief.
7 MR. JONES: Who is speaking? Is
8 it Lydell, again, I'm sorry?
9 MR. BENSON: Lydell.
10 MR. JONES: Okay.
11 MR. BENSON: It's okay. Lydell
12 speaking.
13 MR. JONES: If no others, we
14 will give Lydell one last crack and
15 then we should be done.
16 CONTINUED EXAMINATION BY
17 MR. BENSON:
18 Q. Mr. Dickinson, can you hear me
19 okay?
20 A. I can, Mr. Benson.
21 Q. Okay, great.
22 Earlier today, I asked you a few
23 factual questions, and in response, you
24 deferred to Mr. Kim suggesting that he was a
25 better person to ask.